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AGREEMENT
BETWEEN THE
BOARD OF EDUCATION
OF THE
BOROUGH OF BERNARDSVILLE
THE COUNTY OF SOMERSET
NEW JERSEY
AND THE
BERNARDSVILLE
EDUCATION ASSOCIATION, INC.

7/1/1991-1994/30/6



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PREAMBLE

This Agreement entered into as required under Chapter 303, Public Law 1968, on the date indicated below and expressly made retroactive in effect to July 1, 1991, by and between the Board of Education of the Borough of Bernardsville, New Jersey, hereinafter called the "Board" and the Bernardsville Education Association, hereinafter called the "Association."

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel listed below and restricted to such personnel:
1. Certified Personnel (including, but not limited to):
 - a. Classroom Teachers - whose schedule includes only classroom teaching.
 - b. Teaching Specialists - whose normal schedule includes both classroom teaching and other assignments during the school day.
 - (1) Department Supervisors/Subject Area Specialists
 - (2) Attendance Directors
 - (3) Administrative Assistant
 - (4) Team Leaders
 - c. Pupil Service Personnel - whose normal schedule includes no classroom teaching.
 - (1) Guidance Counselors
 - (2) Librarians
 - (3) Nurses
 - (4) Members of the Child Study Team (excluding Director)
 - (5) Crisis Intervention Counselor
 2. Co-Curricular Personnel
 3. Support Staff
 - a. Office Staff (excluding confidential employees: secretaries in Superintendent's office and secretaries in Board Secretary's office)
 - b. Cafeteria Personnel (except Manager)
 - c. Custodial and Maintenance Personnel (except Head of Buildings and Grounds)
 - d. Teacher Aides

ARTICLE II
AGENCY SHOP

All non-dues personnel cited in Article I shall be required to remit 85% of dues to respective organizations through payroll deduction for services rendered. Excluded from this are confidential employees.

Indemnification and Save Harmless Provision

The Association shall indemnify and hold the employer harmless against any and all claims, demands suits and other forms of liability, including liability for reasonable counsel, fees and any other legal costs and expenses, that may arise out of or by reason of any action taken or not taken by the employer in conformance with this provision.

ARTICLE III
RIGHTS AND DUTIES OF BOARD AND ASSOCIATION

A. BOARD RIGHTS

1. The Association recognizes the Board as the duly elected and/or appointed representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.
2. The Association and all members thereof, as defined in Article I, hereby recognize the Board and its representatives as the sole management authority of the Bernardsville School System.

B. NEGOTIATIONS INFORMATION

1. The Board agrees to assist the Association in the negotiation process by providing information available to and used by the Board negotiating committee and which may reasonably be expected to assist the Association to assess Board proposals and formulate their own proposals.
2. Upon request, the Superintendent shall furnish to the President of the Association the names, salaries, degrees and prior experience of any teacher.
3. The Board will make available for inspection by the BEA negotiating team all pertinent records, data, information normally available to the citizens of Bernardsville.

C. ASSOCIATION RIGHTS

1. The Association shall have the right to use school rooms and buildings for its meetings, providing such meetings do not interfere with the normal operations of the school program, and that prior approval for such building use is obtained through the "Application of Use of School Facilities" form.
2. Permission of the Principal is necessary for the Association to use inter-school mail or school boxes. The Association agrees to share equally with the Board in costs of any litigation arising from the use of inter-school mail services.

3. The Association has the right to use school equipment i.e. typewriters, duplication machines, etc. and will provide for materials and supplies consumed in such use.
4. The Association and the Board shall alternate from one contract term to another the cost of preparation and printing of the BEA/Board Agreement and salary schedules, including typing.

ARTICLE IV GRIEVANCES

A. DEFINITION

1. A grievance is an appeal by a member or members of the negotiation unit, or by the Association on behalf of a member or members, alleging improper interpretation of application or violation of this agreement, policies or administrative decisions.
2. Saturdays, Sundays, holidays and any days on which the school shall not be open shall be excluded from the computation of "working days" or "school days" as the term is used in the Grievance Procedure. Summers shall be counted for those who are employed on a twelve (12) month contract.
3. It shall be the general practice of all parties of interest to process grievances during times which do not interfere with the assigned responsibilities of the parties concerned.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the members of the unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. TIME LIMITS

1. Failure at any step to communicate the decision on a grievance within the specified time limits shall permit the employee(s) to proceed to the next step.
2. Failure at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however be extended by mutual written agreement.

4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
5. A grievance must be raised at Step 1 no later than 45 days following its occurrence, or within 45 days after the aggrieved party knew or should have known of the events or conditions on which it is based.

D. PROCEDURE

1. Step 1

The employee who has a grievance shall discuss it first with the immediate superior in an attempt to resolve the complaint. If, as a result of the discussions, the matter is not resolved to the satisfaction of the employee within five (5) school days, the complaints shall be set forth in writing to said superior.

The superior shall communicate a decision in writing to the employee within five (5) school days after personally receiving the written complaint.

2. Step 2

The employee may appeal the decision of the superior to the appropriate school Principal within five (5) school days after the decision of the superior has been mailed or given to the employee. The appeal shall be in writing and shall set forth specifically the reasons for the appeal. A copy of this appeal shall be sent by the employee to the superior who rendered the decision.

The Principal shall hold a hearing on the grievance. At least two (2) school days prior to the hearing, the employee and the immediate superior shall be given a written notice thereof. At the hearing the employee shall be present. The immediate superior has the option to be present and participate in the hearing.

The Principal shall communicate a decision in writing to the employee and the immediate superior within ten (10) school days after personally receiving the appeal.

3. Step 3

The employee may appeal the decision of the school Principal to the Superintendent within five (5) school days after the decision of the Principal has been mailed or delivered to the employee. The appeal shall be in writing and shall set forth specifically the reason for the appeal. A copy of this appeal shall be sent by the employee to the Principal who rendered the decision.

The Superintendent of Schools shall hold a hearing of the grievance. At least two (2) school days prior to the hearing, the employee and the school Principal shall be given written notice thereof. The employee shall be present at the hearing. The Principal may be present. A maximum of three (3) witnesses each to offer facts on behalf of the employee and/or the Principal may be present. The employee may be represented by the Association. Each party shall notify the other and the Superintendent at least 24 hours before the hearing if witnesses are to be present.

The Superintendent of Schools shall communicate a decision in writing to the employee and Principal within ten (10) days after personally receiving the appeal.

4. Step 4

The employee may appeal the decision of the Superintendent within five (5) school days after the decision of the Superintendent has been mailed or delivered. The appeal shall be in writing and shall set forth specifically the reasons for the appeal. This appeal shall be sent or given to the Superintendent of Schools who shall present it to the Board.

The Board, after reviewing the appeal and the report of the Superintendent of Schools, may hold a hearing. At least two (2) school days prior to the possible hearing all necessary parties shall be given written notice thereof. At the hearing all parties concerned shall be present and may be represented by persons of their own choosing.

The Board shall communicate its decision in writing to the employee and the superior involved, through the Superintendent of Schools, within thirty (30) days after the receipt of the appeal to the Board by the Superintendent.

5. Step 5

If the grievance concerns the specific terms of this Agreement except as provided herein, and if the employee is not satisfied with the disposition of his grievance at Step 4, then within ten (10) working days after receipt of the answer by the Association, the employee may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by filing a request to PERC within fifteen (15) days after the receipt of the request from the employee. The parties shall be bound by PERC rules and procedures governing grievance arbitration.

The decision of the arbitrator shall be final and binding regarding any of the specific terms of this Agreement, except as provided herein. In all other matters the Board of Education shall be the final step in the grievance procedure. All exclusions from the grievance procedure as provided herein shall remain in effect for the duration of this Agreement.

The decision of the arbitrator, in writing, shall be submitted to the Board and the Association.

The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE V
RIGHTS AND RESPONSIBILITIES OF ALL EMPLOYEES

A. DISCIPLINARY MEETINGS

1. At any meeting or interview where the primary purpose is to charge or discipline an employee and where more than one (1) Board or administrative representative or interested party is to be present, the employee shall be given twenty-four (24) hours notice, advised of the reasons for the meeting and entitled to be accompanied by a chosen representative.
2. No employee shall be formally disciplined without a formal explanation.
3. Any criticism by a supervisor, administrator, teacher or Board Member of an employee shall be made in confidence and not in the presence of students, parents, other employees, or at a public meeting.
4. No action will be taken against any Bernardsville school employee unless the identity of the complainant and specific issue are identified.

B. PERSONNEL RECORDS

1. An employee shall have the right to review the contents of that employee's own personnel file at least once every year upon request. Employees shall have the right to indicate in writing those documents which are believed inappropriate to retain, together with the reasons they are deemed to be inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee, who shall determine whether they should be retained. This provision shall not be arbitrable.
2. An employee shall have the right to submit a written answer to any material in the file which may be derogatory to the employee's conduct, service, character or personality. Such answer will be included in the file. Material which is clearly derogatory in nature shall be called to the employee's attention when it is placed in the file. No document that can be deemed derogatory can be added to employee's file that does not identify who the grieved parties are or what the specific issues are that are being called into question.
3. The official personnel records shall be kept in a central file in the Superintendent's office and materials kept by any Administrator in any other Bernardsville school file may not be used in any disciplinary action against an employee or for employee advancement.

4. All employees required, as part of their job, to be finger printed shall do so at the expense of the Board of Education.

ARTICLE VI
SICKNESS AND TEMPORARY DISABILITY LEAVE

A. ALLOWANCE

1. EMPLOYEES

- a. One day of absence, without pay deduction, per month of employment contract shall be allowed for personal illness each year for full-time employees.
 - b. All part-time employees shall be allowed ten (10) employment days, without pay deduction, for personal illness each year.
2. All unused days allowed for personal illness in paragraphs a and b of this Section shall be cumulative without limit, and are available for additional absence without pay deduction in subsequent years.

B. VERIFICATION OF ILLNESS

An employee who is absent from work five (5) consecutive days shall upon return to duty, verify the absence by a doctor's certification of illness.

C. PROCEDURE

An employee anticipating absence because of illness shall, as soon as possible, notify the building Principal or immediate superior by the procedures set forth. Upon return to duty the employee shall report the absence on the Report of Absence Form.

D. FAMILY ILLNESS DAYS

Employees may use sick leave days in the event of illness of a family member. Family member shall be defined as a spouse, child, parent, grandparent, mother-in-law, father-in-law or a relative who permanently resides in the house of the employee.

E. TERMINAL PAY FOR UNUSED SICK DAYS

1. The following provisions shall apply to all eligible non-teaching staff members (excluding part-time employees who work less than twenty hours per week.)

There shall be a provision for terminal pay on the basis of sick leave wherein upon retirement from the district after at least ten (10) years of service fourteen (\$14.00) dollars per sick day shall be paid up to a maximum of one hundred twenty (120) days in the sick bank. Said payment should be made as soon as possible, but no later than 45 days from the last day of employment.

2. The following provision shall apply to eligible teaching staff members:

All teachers with at least twenty (20) years of teaching experience who submit a letter of retirement to collect a T.P.A.F. pension, shall be entitled to a maximum benefit of thirty thousand dollars (\$30,000.00). This benefit is based on a pay out of one hundred dollars (\$100.00) for every unused sick day, up to a three hundred (300) day maximum. This formula and benefit shall sunset on June 30, 1994, at which time the per diem allotment for unused accumulated sick leave on T.P.A.F. retirement after twenty (20) years of teaching shall be reduced to sixty dollars (\$60.00) per day up to a maximum of three hundred (300) days. This provision, in turn, shall remain effective until June 30, 1996, at which time it shall terminate and revert to the language contained in the 1988-91 agreement between the parties.

ARTICLE VII
TEMPORARY LEAVE OF ABSENCES

A. ALLOWANCES

1. Three (3) workdays of absence per school year shall be allowed, without pay deduction, for urgent personal business. Urgent personal business may include absence for the purpose of caring for a sick member of the immediate family, legal commitments other than jury duty, and other urgent personal business which cannot be handled outside of school hours. It does not include personal illness, vacations, non-urgent business or other activities which can reasonably be expected to be scheduled outside of school hours.
2. EMPLOYEES WHO WORK MORE THAN TWENTY (20) HOURS PER WEEK, AND AIDES WHO WORK LESS THAN TWENTY (20) HOURS PER WEEK, ON A PRO RATA BASIS, SHALL RECEIVE:
 - a. A maximum of five (5) workdays of absence with full pay shall be allowed for each death in the immediate family. The immediate family shall be considered: father, mother, father-in-law, mother-in-law, spouse, child, brother, sister and any relative who permanently resides in the immediate household.
 - b. A maximum of two (2) workdays of absence with full pay shall be allowed for each death in the non-immediate family. The non-immediate family shall be considered anyone not mentioned in Section 2.a of this article who is related by blood or marriage.
 - c. A maximum of one (1) workday of absence with full pay shall be allowed for the death of a close friend.
 - d. Absences not covered above or in excess of the allowance specified above, and which the Board is required by law to grant, shall be granted.
 - e. Urgent personal business days which are left unused at the end of the year shall be added to the employee's accumulated sick days

B. SUPPLEMENTAL ALLOWANCE FOR URGENT PERSONAL BUSINESS

Personal absence for urgent personal business in excess of those specified in Section A.1 may be granted, without pay deduction, by the Superintendent of Schools. In granting such absence, the Superintendent shall be guided by the personal circumstances requiring the absence, the circumstances of the school, and shall be limited to the unused urgent personal business days from previous years. The decision of the Superintendent shall not be arbitrable.

C. OTHER TEMPORARY LEAVES OF ABSENCE

Upon the request of the employee, temporary leaves of absence other than those specified in Sections A and B of this article may be granted by the Superintendent.

When granted they shall be without pay, except in extraordinary circumstances and with the approval of the Board. The decision to grant or deny said leave shall not be arbitrable.

D. PROCEDURE

1. Requests for temporary leaves of absence shall be made by the employee to the Superintendent of Schools through the building Principal at least 24 hours in advance. In emergency situations, the 24 hour notice shall be waived provided such notices shall be given as soon as practicable.
2. Upon return to duty, the employee shall report the absence on the Report of Absence Form.

E. VERIFICATION

The employee shall be responsible and accountable for correctly categorizing each absence according to the categories of Section A of this article. In the case of absence under Section A.1, it shall not be necessary to specify the nature of the urgent personal business in order to be granted leave of absence, but the employee shall be accountable for the determination that the business is urgent and cannot be handled outside of school hours.

ARTICLE VIII

A. INSURANCE - EXCLUDING EMPLOYEES WHO WORK LESS THAN 20 HOURS PER WEEK

1. Through the New Jersey Public and School Employees Health Benefits Program, the Board of Education shall provide all covered employees working 20 or more hours per week with full individual or family (spouse and/or dependent children) health benefit coverage which shall include:
 - a. Blue Cross
 - b. Blue Shield
 - c. Rider J
 - d. Major Medical
2. In lieu of the above for employees over 65 years of age, Medicare payments shall be reimbursed by the Board of Education.
3. The Board of Education shall request the carrier to provide each covered employee with a description of conditions and limit of the health benefit coverage herein provided.
4. Through a carrier selected by the Board of Education the Board will underwrite and administer a non-contributory Dental Insurance Plan for all covered employees working 20 or more hours per week. For the life of this contract, \$65,000 (sixty-five) thousand dollars shall be the maximum amount that the Board shall expend. Premium costs above this amount will be borne by the employee.

For the term of the contract, the Board shall pay, so far as the Dental CAP is concerned and permits, the following.

- a. deductible of \$25 per individual--\$50 per family.
- b. maximum benefits up to \$1,250.
- c. orthodontia coverage up to a maximum of \$1000.

B. AUTHORIZED USE OF PERSONAL AUTOMOBILES

The Board shall cover all liability incurred by an employee and the first one hundred dollars (\$100) of any damage incurred by the employee's vehicle arising directly from the authorized use of the employee's vehicle on school business in accord with all policies and regulations pertaining thereto.

ARTICLE IX
MISCELLANEOUS PROVISIONS

A. COMPENSATION FOR USE OF PERSONAL AUTOMOBILES

Upon the authorized use of the employee's own automobile for school business, the Board shall compensate said employee at the current IRS rate.

B. TUITION REIMBURSEMENT

1. The tuition paid for graduate courses and monies paid for books and fees shall be reimbursed by the Board of Education subject to the following conditions:
 - a. Courses are approved by the superintendent of Schools prior to enrollment, and denial of same is non-arbitrable.
 - b. Courses are completed satisfactorily.
 - c. Tuition shall be paid by the Board of Education up to a maximum of the prevailing Rutgers University rate times 12 credits per year. All full-time employees matriculated in a degree related program as of midnight June 30, 1988, shall continue to have their tuition reimbursed at the full rate of the college or university to which they are attending until the completion of that degree.
 - d. Applicant has not received tuition scholarship aid from some other sources which equals or exceeds tuition rate. If aid does not equal the Rutgers University rate, reimbursement will be the difference.
 - e. \$60 per school fiscal year shall be allowed for the payment of fees and books related to the courses.
 - f. Evidence of payment of tuition, books and other course fees must be presented before reimbursement will be paid.
 - g. For staff members on Salary Schedule BA or BA+15 tuition reimbursement shall be applicable only for courses included in an approved Masters Degree program in the subject field taught. This shall be interpreted for elementary teachers so as to include subject areas in which actual class instruction is given, General Elementary Education or Learning Disabilities. Related areas listed below shall also be approved for Schedule BA or BA+15.

- (1) Guidance
- (2) Computers
- (3) Child Psychology
- (4) Human Development
- (5) Writing
- (6) Learning Disabilities

h. Tuition reimbursement is subject to Internal Revenue Service rules and regulations.

ARTICLE X
CERTIFIED PERSONNEL RIGHTS

A. TEACHER WORKLOAD

1. WORK YEAR

- a. The normal work year shall be ten (10) months, beginning September 1 and ending June 30.
- b. The teacher work year shall be three (3) days more than the Student Calendar year without additional compensation, but in no event more than 186 days, except for newly hired teachers who may be required to work two (2) additional days of orientation. The additional days shall be scheduled so as not to include any school holiday. The Student Calendar shall call for 180 days unless the Commissioner of Education or the State Board of Education mandates a greater number.
- c. The school calendar shall be defined by the Board. Before any changes in the calendar are proposed by the administration to the Board, the Association shall be consulted to obtain their opinion on the changes.
- d. Teachers are not required to report to school on days when school is closed by the Superintendent or his designee.

2. WORKDAY

- a. The teachers shall not be required to be present in school more than seven (7) hours in a normal workday without additional monetary or time compensation.
 - (1) On days immediately preceding holidays or vacations, teachers will be allowed to leave with the pupils or upon completion of their assigned duties, whichever is later.
 - (2) Teachers shall indicate their presence for duty daily by initialling the appropriate column on a faculty "in-out roster" which shall be developed by the school principal.

- (3) Teachers may leave the school building during their lunch periods, but must notify the building Principal when leaving and returning. Teachers may request, from the building Principal, to leave the building during their Preparation or Conference period for a school related activity. Such requests will not unreasonably be denied.
- b. The required teacher workday shall not be more than five and one-half (5.5) hours of academic teaching. The teacher shall not be required to teach more than three and one-half (3.5) hours of academic classroom teaching continuously.
- c. The required teacher workday shall not be more than five and one-half (5.5) hours of assigned pupil contact time in Kindergarten through Grade 4. Full-time teachers in Grades 5-12 will teach five (5) periods of academic teaching or the equivalent plus a homeroom and one pupil contact period. Teachers of Music, Physical Education, Related Arts, Supplementary Education, Special Education and Reading may teach six (6) periods without additional pupil contact.

For the purposes of this article, pupil contact time includes academic classroom teaching, during school activity programs, homeroom and homeroom related programs; full period hall supervision; supervision of study halls, cafeteria, playground, high school central detention, in-school suspension, computer labs, CIE workers, in addition to on-call duty.

- d. Scheduling of high school academic classroom teachers for six (6) periods of instruction may occur only if the total pupil load for that teacher is 90 or less as of the 30th of September for the first (1st) semester or the fifth (5th) class meeting for the second semester. No additional pupil contact period including homeroom shall be given to these teachers.
- e. The remainder of the teacher workday shall be devoted to "non-pupil contact time." For purposes of this Article, "non-pupil contact time" includes teaching preparation, previewing audio-visual materials, preparing laboratory work, conferences with supervisors, administrators, colleagues, students or parents and faculty meetings. In the 1989-1990 school year, additional special programs for the fifth and sixth grades (e.g. Foreign Language) will be implemented. This shall make teachers in Grades 5-8 equal in terms of team planning and individual preparation period. This

shall be one individual preparation period and no more than one team planning period daily. The duty-free lunch period for a teacher shall be the same length as the cafeteria period for students at the school to which the teacher is assigned. Elementary classroom teachers will use the time in which special teachers are providing instruction to their students as either preparation or team planning time. During the first three weeks of each school year, up to three such periods each week shall be devoted to team planning. After the third full week of school, not more than two team planning sessions shall be scheduled in any one week.

- f. The normal workday for a full-time teacher shall be continuous starting no earlier than 7:00 A.M. and no later than 9:30 A.M.
- g. Teachers may be required to perform the following in addition to the normal seven (7) hour workday:
 - (1) Teachers may be required to attend faculty or other staff meetings no more than four (4) days each month. Such meetings shall not be scheduled for Fridays or any day upon which a teacher attendance is not required in school, except in cases of emergency involving the health and safety of the students or teachers. These meetings shall not extend beyond the regular school day by more than one and one-half (1.5) hours. All such meetings will be announced at least five (5) school days prior to the meeting. An Association representative may speak at the end of any faculty meeting.
 - (2) Effective September 1, 1992, teachers may be required to attend no more than four (4) evening professional assignments or meetings each year without additional time compensation. Those teachers who have as their assignments grades 7 and 8, and who have professional assignments above the two (and while school is in session) shall be paid monetary compensation in accordance with Article X, 2.j.
 - (3) Every attempt shall be made to chaperon and supervise activities occurring outside the normal workday with volunteers. If required, non-volunteers may be assigned on a rotating basis, no more than once a year, so as to distribute the duties as equally as possible. If additional

assignments are made, individuals shall be compensated at a rate equal to their hourly salary for the time utilized (calculated as the base rate divided by 1400).

(4) Home instruction (tutoring) shall be compensated as shown in the Salary Schedule B.

(5) The provisions of this section are not intended to apply to those curricular programs where field trips and other outside-of-school activities are considered a normal part of the curricular program.

h. Each teacher shall present to the administrator appointed by the principal a substitute folder, by the end of the day on the third day of school in September and update the folder monthly on a schedule established by the principal or designated supervisor. The folder will contain three days' work for students and is to be used by substitute teachers in conjunction with the plan book.

i. Teaching and Pupil Personnel Specialists have specialized responsibilities which do not lend themselves to the normal classroom teaching schedule. However, they will perform their duties throughout the normal workday according to the schedules developed by their immediate supervisors.

j. If teachers are required to use their planning or preparation period to teach, excluding those teachers on call, they shall be paid \$17 per period.

B. TEACHER OBSERVATIONS

A teacher shall be given a copy of written teacher observation reports. Either the teacher or administration may request a conference to discuss the report after it has been given to the teacher. If such a conference is requested, it shall be held prior to placing the evaluation report in the teacher's file.

C. EVALUATION OF STUDENTS

The teachers shall have the exclusive right to determine grades or evaluations of students based on professional judgment of available criteria pertinent to the subject area or activity for which said teacher is responsible and within the grading policies of the Bernardsville School District. No grade shall be changed without the approval of the teacher unless it is determined by the Principal that the above criteria have not been met, and no grade shall be changed without prior notification to the responsible teacher.

D. TRAVEL BETWEEN CAMPUS

Those teachers who travel between the Olcott Campus and the Bedwell Campus shall have no more than five (5) instructional periods per day and be relieved of that day's duty period. They shall be limited to a one-way trip between campuses on that day.

E. PARENTHOOD LEAVE

1. APPLICATION FOR LEAVE

- a. A teaching staff member shall as soon as possible after learning of his or her impending parenthood promptly notify the Superintendent of Schools, through the building Principal, of such impending parenthood, including adoption.
- b. The teaching staff member shall then submit a written request for a parenthood leave to the Board of Education, through the Superintendent of Schools. Such request shall specify the requested date for commencement and termination of the leave, within the limit specified in Section 2 of this Article, and shall be accompanied by the statement of a licensed physician, giving the approximate date of the birth of the child and in case of adoption, a statement from the proper authority.

2 DURATION OF LEAVE

- a. The termination date of a parenthood leave for a non-tenured teaching staff member whose child is born or adopted between April 1 and September 1 shall be no later than September 1 next after the expiration of one year following the birth or adoption of the child.

The termination date of parenthood leave for a non-tenured teaching staff member whose child is born or adopted between September 2 and March 31 shall be no later than the expiration of the teaching staff member's then current contract.

- b. The termination date of a parenthood leave for a tenured teaching staff member whose child is born or adopted between April 1 and September 1, shall be no later than September 1 next after the expiration of two years following the birth or adoption of the child.

The termination date of a parenthood leave for a tenured teaching staff member whose child is born or adopted between September 2 and March 31 shall be no later than September 1 next after the expiration of one year following the birth or adoption of the child.

3. NORMAL RETURN TO DUTY

- a. If any teaching staff member intends to return to duty upon the expiration of leave, written application shall be made to the Superintendent of Schools on or before March 15 preceding the school year in which the leave terminates.
- b. Accompanying the request shall be a written verification of a duly licensed physician stating that such teaching staff member is physically, mentally and emotionally able to resume normal duties as previously assigned.
- c. Failure to make such an application on or before March 15 shall be deemed to be a resignation by such teaching staff member from the staff of the Bernardsville Schools.
- d. All benefits to which a teaching staff member was entitled at the initiation of the leave of absence including unused accumulated sick leave and credit toward sabbatical eligibility shall be restored upon return to full service.

4. MODIFICATION OF LEAVE

- a. If normal conditions attendant upon pregnancy or adoption do not prevail, resulting in non-parenthood, a teaching staff member may apply in writing to return to duty prior to the expiration of the parenthood leave. If modification of the leave is granted, at the teaching staff member's option, regular sick leave provision shall be applied to cover the time the teaching staff member was under a doctor's care. The request for sick leave must be made in writing to the Superintendent of Schools.
- b. Accompanying the request shall be a written verification by a duly licensed physician stating that such teaching staff member is physically, mentally and emotionally able to resume normal duties as previously assigned.
- c. Upon verification, such request will be granted no later than the beginning of the next school semester.
- d. All other requests to modify parenthood leaves may be granted provided such requests are received by March 15 preceding the school year in which the leave to be modified terminates and provided that the modified termination date meets the requirement of Section 2 of this article.

5. SALARY ARRANGEMENT

- a. No salary shall be paid by the Board for the period covered by the leave of absence.
- b. Upon return to duty after the expiration of the leave of absence, the teaching staff member shall be placed on the salary guide then in effect and the following conditions shall determine the placement on step:
 - (1) If the leave of absence started before February 1st, there shall be no advancement on the salary guide.
 - (2) If the leave of absence started on or after February 1, the teaching staff member shall be placed on the next step; however, if modification of the leave duration is granted and the teaching staff member returns before the end of the school year in which the leave began, the salary will remain at the same step.

- (3) If modification of the leave duration is granted and the teaching staff member returns before the end of the school year in which leave commenced, then at the teaching staff member's option, regular sick leave provision shall be applied. If the teaching staff member desires the sick leave provision to be applied, this request must be made in writing to the Superintendent of Schools.

6. ADOPTION DAY

Teaching staff members, in active employment by the Board at the time of legal adoption proceedings, will be eligible for one day of leave with full pay in order to attend the formal court proceedings.

7. GRANTING OF INCREMENTS

Neither increments nor adjustments are automatic. They will be granted only when they are recommended by the administration and approved by the Board of Education.

8. ADJUSTMENTS

Teachers denied increments or adjustments may be adjusted at a later date to their places on the salary guides upon the recommendation of the Superintendent of Schools and approval of the Board of Education.

9. SUMMER SCHOOL

Teachers will be compensated at the same hourly rate as their previous 10-month contracted salary. The method of calculating the hourly rate will be the yearly salary divided by 1400.

ARTICLE XI
CLERICAL PERSONNEL RIGHTS

A. CLASSIFICATION

1. General Office
2. Administrative, Bookkeeper, Secretary to Principals/Directors
3. Special Stipend

B. WORKING TIME

1. The normal work year shall be twelve (12) months; the normal workweek shall be five (5) days, Monday through Friday; the normal workday shall be eight (8) hours including one fifteen (15) minute coffee break and a 45 minute daily lunch break.
2. Secretarial employees may, with the permission of their supervisors, work a six (6) hour day beginning the Monday after school closes for the summer vacation through the last day of August. The six (6) hour day shall be exclusive of lunch period.

C. STARTING AND ENDING TIMES

Daily starting and ending times shall be determined by the employee's supervisor. Employees will be notified of any change in starting and ending times at least one week in advance.

D. INCLEMENT WEATHER

When schools are closed by the Superintendent or his designee for inclement weather or other emergency reasons, office personnel will be expected to report for work as soon as possible. Any absence shall be charged as Urgent Personal Business as described in Article VII, A.1 of this agreement.

E. RE-EMPLOYMENT

Personnel will be notified by June 1 if they will be issued a contract for the following school year.

F. HOLIDAYS

The office personnel shall be granted the following paid holidays:

Independence Day
Labor Day
Thanksgiving
Christmas
New Years Day
Good Friday
Memorial Day

Plus five (5) additional holidays according to the school calendar, among which will be Christmas Eve and the Friday following Thanksgiving Day.

G. VACATIONS

1. Personnel employed less than five (5) consecutive months are not eligible for a vacation.
2. Personnel employed less than twelve (12) consecutive months, but more than five (5) consecutive months shall be entitled to one day per month of employment; said vacation shall not exceed ten (10) working days. A part of a month shall be considered a full month. Vacations earned under this paragraph must be taken in the contract year in which they are earned.
3. After twelve (12) consecutive months of employment, an employee shall be entitled to two (2) weeks, ten (10) working days. Vacations under this paragraph become available on July 1 of the contract year.
4. After five (5) consecutive years of employment, an employee shall be entitled to three (3) weeks, fifteen (15) working days of vacation period.
5. After ten (10) consecutive years of employment, an employee shall be entitled to four (4) weeks, twenty (20) working days, of vacation period.
6. At least two thirds of all accrued vacation time earned by twelve month employees shall be taken during July and the first three weeks of August, subject to the approval of the Principal and the Superintendent. Vacations taken during the school year are subject to the approval of the Principal and the Superintendent and the denial of same shall not be subject to arbitration.
7. During school vacations in December, February and April a total of two (2) days of the week in which schools are closed, a total of six (6) days for the school year.

8. During NJEA Convention Days, one (1) of the days on which schools are closed.
9. The entire school system may be closed for one week each summer at the discretion of the Superintendent of Schools. Employee vacation shall be applied to the period of absence.

H. TEN MONTH SCHEDULE

Secretaries who are full-time and working a full ten month schedule shall be paid five sixths (5/6) of the established twelve month guide.

I. IN-SERVICE COMPENSATION

"In-Service" courses shall be defined so as to mean courses of classes sponsored by the Bernardsville Public Schools, scheduled after normal working hours and held in the schools.

For clerical staff, the compensation will be as follows:

Thirty (\$30) dollars one-time cash bonus for satisfactory completion of a full-point (12 hour) course.

Fifteen (\$15) dollars one-time cash bonus for satisfactory completion of the half-point (6 hour) course.

J. SALARIES

1. SALARY SCHEDULE

Attached hereto as Schedule C.

2. METHOD OF PAYMENT

- a. Personnel employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
- b. Personnel employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

3. LONGEVITY

After employees have completed the final step on their guides and have completed their tenth consecutive year of employment in the Bernardsville School System, they will receive longevity compensation according to Schedule C.

4. GRANTING OF INCREMENTS

When office personnel move from General to Administrative their annual salary will regress two (2) steps. Neither increments nor adjustments are automatic. They will be granted only when they are recommended by the administration and approved by the Board of Education.

K. SENIORITY

Non-certified personnel shall have seniority according to categories listed on the salary guides. In the event of a reduction-in-force, the last person hired will be the first person reduced from the staff. In the event of a call back, the opposite will occur: last out, first in.

ARTICLE XII
CUSTODIAL/MAINTENANCE PERSONNEL RIGHTS

A. CLASSIFICATION

1. Custodian
2. Buildings and Grounds Maintenance
3. Special Stipend

B. WORKING TIME

The normal work year shall be twelve (12) months; the normal workweek shall be five (5) days excluding Sunday; the normal workday shall be eight (8) continuous hours including a half-hour lunch period except by employee request and approval of the supervisor. Overtime will be compensated at the rate of time-and-one-half defined as hours in excess of forty (40) hours per week or eight (8) hours per day. Overtime for Thanksgiving, Christmas, Memorial, Labor, New Year's days and Sundays will be compensated at the rate of two (2) times the normal rate.

C. STARTING AND ENDING TIMES

Daily starting and ending times shall be determined by the employee's supervisor. Employees will be notified of any change in starting and ending times at least one week in advance. A fixed five day workweek shall be annually assigned on a basis of seniority. Overtime assignments will be made on an equitable basis by the Head Custodian as needed.

D. INCLEMENT WEATHER

When schools are closed by the Superintendent or his designee for inclement weather or other emergency reasons, custodial and maintenance personnel will be expected to report for work as soon as possible. Any absence shall be charged as Urgent Personal Business as described in Article VII, A.1 of this agreement.

E. RE-EMPLOYMENT

Personnel will be notified by June 1 if they will be issued a contract for the following school year.

F. HOLIDAYS

The custodial and maintenance personnel shall be granted the following paid holidays:

Independence Day
Labor Day
Thanksgiving
Christmas
New Years Day
Good Friday
Memorial Day

Plus five (5) additional holidays according to the school calendar, among which will be Christmas Eve and the Friday following Thanksgiving Day.

G. VACATIONS

1. Personnel employed less than five (5) consecutive months are not eligible for a vacation.
2. Personnel employed less than twelve (12) consecutive months, but more than five (5) consecutive months shall be entitled to one day per month of employment; said vacation shall not exceed ten (10) working days. A part of a month shall be considered a full month. Vacations earned under this paragraph must be taken in the contract year in which they are earned.
3. After twelve (12) consecutive months of employment, an employee shall be entitled to two (2) weeks, ten (10) working days. Vacations under this paragraph become available on July 1 of the contract year.
4. After five (5) consecutive years of employment, an employee shall be entitled to three (3) weeks, fifteen (15) working days of vacation period.
5. After ten (10) consecutive years of employment, an employee shall be entitled to four (4) weeks, twenty (20) working days, of vacation period.
6. At least two thirds of all accrued vacation time earned by twelve month employees shall be taken during July and the first three weeks of August, subject to the approval of the Principal and the Superintendent. Vacations taken during the school year are subject to the approval of the Principal and the Superintendent and the denial of same shall not be subject to arbitration.

7. The entire school system may be closed for one week each summer at the discretion of the Superintendent of Schools. Employee vacation shall be applied to the period of absence.

H. UNIFORMS

All Custodial and Maintenance personnel shall wear Board approved uniforms and shoes. The Board shall purchase four (4) uniforms and one (1) pair of steel-tipped shoes for each custodian each year.

I. SALARIES

1. SALARY SCHEDULE

Attached hereto as Schedule C.

2. METHOD OF PAYMENT

- a. Personnel employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
- b. Personnel employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

3. LONGEVITY

After employees have completed ten (10) consecutive years of employment in the Bernardsville School System designated in Schedule D, they will receive longevity compensation according to the same schedule.

J. SENIORITY

Non-certified personnel shall have seniority according to categories listed on the salary guides. In the event of a reduction-in-force, the last person hired will be the first person reduced from the staff. In the event of a call back, the opposite will occur: last out, first in.

ARTICLE XIII
CAFETERIA PERSONNEL RIGHTS

A. CLASSIFICATION

1. Cook
2. General Worker

B. WORKING TIME

The normal work year shall begin one (1) day before students start school and terminate one (1) day after the close of school for students; the normal workday shall vary with the position.

C. STARTING AND ENDING TIMES

Daily starting and ending times shall be determined by the employee's supervisor. Employees will be notified of any change in starting and ending times at least one week in advance.

D. RE-EMPLOYMENT

Personnel will be notified by June 1 if they will be issued a contract for the following school year.

E. VACATIONS

Personnel will have as vacation all school vacation and holidays except as outlined in paragraph 2 above

F. UNIFORMS

The Board shall reimburse up to one hundred ten (\$110) dollars per year for the purchase of approved uniforms.

G. SALARIES

1. **SALARY SCHEDULE**

Attached hereto as Schedule E.

2. METHOD OF PAYMENT

- a. Personnel employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
- b. Personnel employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

3. CLASSIFICATION

Movement from one classification to the next higher level shall occur every three (3) years unless the increment is withheld by written justification.

4. LONGEVITY

After employees have completed ten (10) consecutive years of employment in the Bernardsville School System, they shall be entitled to longevity compensation as listed in Schedule E.

ARTICLE XIV

A. PART-TIME CLERK/TYPISTS

1. CLASSIFICATION

- a. Receptionist, general typing, copying and duplicating.
- b. Word processor, computer applications, correspondence and record keeping.
- c. Stenographer, computer use, word processing, substitute office secretary.

2. SALARY - See Schedule F.

B. AIDES

1. CLASSIFICATION

- a. Regular Aide - Aide who assists a teacher in a classroom or assists supervision in cafeteria, library or playground.
- b. Special Education Aide - Aide who assists a Special Education Teacher in a classroom

2. SALARY - See Schedule F.

ARTICLE XV

A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACTS AND THIS AGREEMENT

Any individual employment contract between the Board and a member of the negotiating unit heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during the duration, shall be controlling.

B. DURATION

This agreement shall be effective as of July 1, 1991, and shall continue in effect until midnight June 30, 1994, or year after year until a successive agreement is negotiated.

C. SCOPE

This agreement represents the complete understanding of the parties and may not be modified except in writing, executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries.

BOROUGH OF BERNARDSVILLE BOARD OF EDUCATION

By: Bonnie C. Smith, President 6-3-93
Date

Attested: Ruth Culver, Secretary 6-3-93
Date

BERNARDSVILLE EDUCATION ASSOCIATION

By: Joseph Figlia, President 6/3/93
Date

Attested: Louis Pichengas, Secretary 6/3/93
Date

Schedule A

1990-93

1. All teachers shall advance in accordance with the conversion chart listed below.
2. Categories which are below the last step on the guide are designated numerically to indicate the longevity portion of the guide. In order to be eligible for the longevity portion a person must have completed the last alpha step on the guide.

Conversion

	<u>1990-91</u>		<u>1991-92</u>		<u>1992-93</u>
Step	Years Completed	Step	Years Completed	Step	Years Completed
AB	0-1	C	0-2	A	0
C	2	D	3	D	1-3
D	3	E	4	E	4
E	4,5,6,7,	F	5,6,7,8,	F	5
F	8	G	9	G	6,7,8,9,
G	9	H	10	H	10
H	10	I	11	I	11
I	11	J	12	J	12
J	12	K	13	K	13
K	13	L	14	L	14
L	14	M	15	M	15
M	15	N	16	N	16
N	16	O	17	O	17
O	17	P	18	P	18
P	18	Q	19	Q	19
Q	19	R	20	R	20
R	20	S	21	S	21
1	21	1	22	T	22
2	22	2	23	1	23
3	23-25	3	24-27	2	24
4	26-30	4	28-31	3	25-28
5	31-33	5	32-34	4	29-32
				5	33-35

These step progressions result in a \$3,050 for everyone in 1991-92 and \$508 + 6% for everyone in 1992-93.

Schedule A

1990-93 (Continued)

3. Department Supervisors and Coordinators shall be compensated according to the following figures:

<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
\$4,812	\$5,101	\$5,305

4. Part-Time Teacher Compensation:

1 class = 17%
2 classes = 34%
3 classes = 51%
4 classes = 68%
5 classes = 85%

Schedule A
TEACHERS SALARY GUIDE

1991-92 Salary Guide

<u>Yrs</u>	<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>
0-2	C	30750	31550	32550	33550	34550	35550	36650
3	D	31194	32303	33243	34219	35232	36286	37370
4	E	32193	33131	34104	35113	36159	37243	38367
5-8	F	33019	33987	34993	36034	37114	38232	39394
9	G	33872	34872	35910	36984	38099	39254	40453
10	H	34753	35785	36855	37965	39117	40310	41547
11	I	35661	36728	37833	38979	40168	41400	42677
12	J	36600	37701	38842	40025	41252	42524	43842
13	K	37569	38706	39884	41105	42371	43684	45046
14	L	38570	39743	40960	42220	43528	44883	46289
15	M	39603	40814	42070	43371	44721	46121	47572
16	N	40669	41920	43216	44560	45954	47398	48895
17	O	41769	43061	44399	45787	47225	48717	50263
18	P	42883	44239	45621	47053	48539	50078	51675
19	Q	43917	45433	46883	48361	49895	51484	53132
20	R	45273	46455	48185	49711	51295	52935	54637
21	S	46395	47768	49529	51105	52739	54434	56191
22	1	48205	50113	51951	53578	55266	57015	58829
23	2	49787	52150	53989	55778	57411	59217	61089
24-27	3	51391	53130	55585	57362	59033	60752	62256
28-31	4	52538	54276	56732	58508	60178	61899	63402
32-34	5	53371	55109	57565	59341	61013	62732	64236

35 Years or above of service add \$1000 to Step 5

Schedule A
TEACHERS SALARY GUIDE (Continued) *

1992-93 Salary Guide

<u>Yrs</u>	<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>
0	A	32100	32900	34000	35100	36100	37200	38300
1-3	D	33133	33981	35041	36101	37161	38221	39387
4	E	33604	34780	35776	36811	37884	39002	40151
5	F	34663	35657	36689	37758	38867	40016	41208
6-9	G	35539	36565	37631	38735	39879	41064	42296
10	H	36443	37503	38603	39742	40923	42148	43419
11	I	37377	38471	39605	40781	42003	43267	44578
12	J	38339	39470	40641	41856	43117	44422	45776
13	K	39334	40502	41711	42965	44266	45614	47011
14	L	40362	41567	42816	44110	45452	46844	48287
15	M	41423	42666	43956	45292	46678	48114	49605
16	N	42518	43801	45133	46512	47943	49427	50965
17	O	43648	44974	46347	47772	49250	50780	52367
18	P	44814	46183	47601	49073	50597	52179	53817
19	Q	45994	47432	48897	50415	51990	53621	55314
20	R	47091	48697	50234	51801	53427	55112	56858
21	S	48528	49781	51615	53232	54911	56650	58454
22	T	49717	51173	53039	54710	56442	58239	60101
23	1	51636	53658	55607	57331	59120	60974	62897
24	2	53313	55817	57767	59663	61394	63309	65293
25-28	3	55013	56856	59459	61342	63113	64936	66530
29-32	4	56229	58071	60674	62557	64327	66151	67745
33-35	5	57112	58954	61557	63440	65212	67034	68629

36 Years or above of service add \$1000 to Step 5

* For 1993-94, the salary guide shall be announced.

Schedule B *

CO-CURRICULAR GUIDE

STIPEND	NON-ATHLETIC Position	91-92	92-93
	Band Mar	3320	3519
	Stud. Council 9-12	2633	2791
	Publication Ber Li	2576	2731
	Crimson	2461	2609
	Musical Director	2175	2306
	Senior Class Advisor	2175	2306
	Act. Tech	2118	2245
	7/8 News-Yearbook	1889	2002
	Choreo	1889	2002
	Vocal	1889	2002
	Junior Class Advisor	1889	2002
	Instrum	1889	2002
	Ticket Man.	1603	1699
	Drama 9-12	1603	1699
	Student Council 7-8	1431	1517
	Physics Team	1317	1396
	National Honor Society	1317	1396
	Art. Tech	1317	1396
	Drama 7-8	1317	1396
	Color Guard	1317	1396
	Chem. Team	1317	1396
	Biology Team	1317	1396
	Pinnacle	1202	1274
	Soph Class Advisor	801	849
	Peer Leadership Advisor	744	789
	Frosh Class Advisor	744	789
	Bernardian Fin	630	668

* For 1993-94, all co-curricular stipends shall be increased by an amount equal to the Cost-Of-Living increases promulgated by the Bureau of Labor Statistics for the New York - New Jersey Greater Metropolitan Area for the Period April 1992 to April 1993.

Schedule B

CO-CURRICULAR GUIDE (Continued)

STIPEND	ATHLETIC Position		
	H. Football	5896	6250
	H. Wrestling	5323	5642
	H. Basketball	5323	5642
	H. B/G Track	4350	4611
	H. Softball	4350	4611
	H. Baseball	4350	4611
	H. Soccer	4064	4308
	H. Cross Country	4064	4308
	H. Field Hockey	4064	4308
	A. Football	4007	4308
	A. Wrestling	3892	4126
	A. Basketball	3892	4126
	A. G. Basketball	3892	4126
	B. Football	3721	3944
	H. Golf	3606	3822
	H. Tennis	3606	3822
	H. Winter Track	3606	3822
	C. Ski Team	3606	3822
	B. Wrestling	3263	3459
	B. Basketball	3263	3459
	A. Softball	3148	3337
	A. Soccer	3148	3337
	A. Track	3148	3337
	A. Basketball	3148	3337
	A. Field Hockey	3148	3337
	C. Basketball	3034	3216
	C. Wrestling	3034	3216
	A. Softball	2690	2851
	Seasonal Athl Dir/W	2690	2851
	B. Field Hockey	2519	2670
	B. Soccer	2519	2670
	H. Cheerleader	2461	2609
	Seasonal Athl Dir/FS	2061	2185
	A. Cheerleader	2061	2185
O.	Gym F/S	1752	1857
O.	Gym S.	876	929
7/8	Softball	584	619

Schedule B

CO-CURRICULAR GUIDE (Continued)

W. Bas/Volley	584	619
7/8 Field Hockey	584	619
O. Gym W	584	619
Flag Volley	292	310
Flag Football	292	310

ELEMENTARY ATHLETICS

Position

Gymnastic F/W/S	1754	1859
Band	876	929
Orchestra	876	929
Chorus 6	876	929
Computers F/W/S	876	929
Music Ensemb	876	929
Chorus 5	876	929
Field Hockey 5	292	310
Basketball 5	292	310
Football/Soccer	292	310
Softball 5	292	310
Softball 6	292	310
Football/Soccer 6	292	310
Basketball 6	292	310
Intramurals	292	310
Co-Curricular Bus Driver	32.84	35
Bedside Instruction	31.46	33

Schedule C

Office Schedule

1991-92
Full Time

Step	General	Step	Administrative
1	19900	1	21900
2-4	20600	2-4	22600
5-6	21193	5-6	23228
7	21738	7	23920
8	22372	8	24757
9	22937	9	25322
10	23765	10	25974
11	24254	11	26703
12	24547	12	27144
13	24861	13	27604
14	25293	14	28213
15	25763	15	28829
16	26224	16	29548
17	26840	17	30200
18	27457	18	30974
19	28065	19	31730
Top	28967	Top	32826

Office Manager Stipend 1974

Yrs/Ser Longevity

10-18	1225
19-23	1834
24-27	2954
28-33	4999

Schedule C

Office Schedule

1992-93
Full Time

Step	General	Step	Administrative
1	21000	1	23000
2	21650	2	23650
3-5	22350	3-5	24350
6-7	22943	6-7	24978
8	23488	8	25670
9	24122	9	26507
10	24687	10	27072
11	25515	11	27724
12	26004	12	28453
13	26297	13	28894
14	26611	14	29354
15	27043	15	29963
16	27513	16	30579
17	27974	17	31298
18	28590	18	31950
19	29207	19	32724
20	29815	20	33480
Top	30717	Top	34576

Office Manager Stipend 2092

Yrs/Ser Longevity

16-20	1225
21-25	1834
26-29	2954
30-35	4999

* For 1993-94, salary guide shall be announced.

Schedule D *

Custodial/Maintenance Schedule

1991-93

	1991-92	1992-93
Base Salary	29079	30829
System Maintenance	8217	8710
High School Head Custodian	4530	4802
Bedwell Head Custodian	3680	3901
Middle School Head Custodian	1766	1871
Special Education Bus Driver	2410	2555
Heating Controls Mechanic	1199	1270
Assistant Heating Controls Mechanic	1180	1251
Board Messenger	888	941
Locksmith	585	620
Boiler License	585	620
Shift Differential	0.61	0.65

Longevity

Completed Years
of Service

91-92		92-93	
6-10	607	7-11	607
11-15	1215	12-16	1215
16-20	1620	17-21	1620
21+	2026	22+	2026

* For 1993-94, salary guide shall be announced.

Schedule E *

Cafeteria Workers

1991-93

	1991-92	1992-93
Cooks	13.49	14.39
General Workers	11.63	12.38
Bedwell/Middle School Manager	1.59 /hour	1.69 /hour
High School Assistant Manager	1.28 /hour	1.36 /hour
Longevity After 12 Years	\$370	\$370

* For 1993-94, salary guide shall be announced.

Schedule F *

Part-Time Clerical/Typists

1991-92

Years	A	B	C
1-4	10.55	11.24	12.03
5+	10.96	11.95	12.95

1992-93

Years	A	B	C
1-5	11.21	11.95	12.79
6+	11.65	12.70	13.77

Aides

1991-92

Years	Regular Aide	Special Aide
1-4	9.06	10.23
5-10	9.90	11.07
11+	10.75	11.95

1992-93

1-5	9.76	10.93
6-11	10.60	11.77
12+	11.45	12.65

* For 1993-94, salary guide shall be announced.

Schedule G

Sidebar Agreement

Those individuals who opt to retire by December 31, 1992, and submit a letter of retirement to the Board of Education no later than October 31, 1992, shall be provided the maximum benefit of \$30,000.00 (thirty thousand dollars). However, a deduction shall be made from the \$30,000.00 (thirty thousand dollars) benefit in the amount of the pro rata value of each sick day taken beyond September 1, 1992, through the date of retirement. The pro rata value shall be based on the number of such sick days taken, divided by the number of accumulated sick days as of the date of retirement. No deduction shall be made for any such sick days taken that can be medically verified to the satisfaction of the Board of Education's physician.

The parties hereby stipulate and agree, notwithstanding the expiration of the within Agreement, that the sunset provisions of the revised Terminal Pay language (ARTICLE VI, E.) shall become effective on the dates set forth in ARTICLE VI, E.

FOR THE ASSOCIATION:

Joseph Foylin

FOR THE BOARD:

Bonnie C. Smith

ATTEST

Louis Rodriguez

ATTEST

Randy Calvert

**Sidebar Agreements to 1991-94 Negotiated Agreement
between the Bernardsville Education Association
and the Bernardsville Board of Education**

- I. The Bernardsville Education Association and the Bernardsville Board of Education concur in a sidebar agreement for one year only (1992-93) to alter the salary placement of the professional staff who have years of completed experience of five through nine but have had their salary placement influenced by the practice in the district concerning parenthood leave. This district and contract practice of not crediting people with a year of service if they have either not worked past February 1 in a given year or if they have not worked for an entire year has caused those people to be dropped out of a cluster and then put in a level below their years of experience. The conditions of this sidebar agreement are as follows:
 - A. The people affected by the above conditions shall be placed in their appropriate years of experience step for the 1992-93 school year only. There is to be no retroactive application of this agreement.
 - B. Both the Bernardsville Education Association and the Bernardsville Board of Education will work cooperatively in the 1992-93 school year to construct salary guides which seek to eliminate or to restructure cluster steps on the guide so as to avoid future conflicts between the principles of a settlement and the practice of guide application.
 - C. The basis of this agreement for 1992-93 does not apply to the population of people who, in their career in Bernardsville, were at various times held for multiple years at what was then the top of the salary and graduate credit line in which they were placed.
 - D. The essence of this agreement alters by one salary step the 1992-93 salary of Ms. Roberta Grambor, Ms. Phyllis DeStefano and Ms. Cynthia Forsythe and any other people similarly affected but not identified after a review of all salary placements by the Superintendent of Schools.
- II. Support Staff with twenty years or more of overall service in their position during the 1992-93 school year in accordance with the following conditions:
 - A. Secretarial staff shall receive upon retirement the difference between their present salary and the salary designated in Step 3-5 of their category in the 1992-93 guide.

- B. The entry level for all other support staff in the 1992-93 school year shall be adjusted to 90% of the negotiated figure and the retiree shall receive, upon retirement, the difference between his/her salary and the entry level salary required for his/her position as a replacement.
- C. All salary guides and adjustments in the 1992-93 guide shall be subject for the 1993-94 year to the guide reconstruction and negotiation as provided by the 1991-94 negotiated agreement. If agreement on a new salary guide structure does not occur, it is understood that the salary levels for support staff excluding secretaries shall revert to the pre-sidebar figures plus the raise as determined by formula.
- D. Support staff seeking to participate in this terminal leave plan must inform the Board of Education in writing of their intent to retire by November 30, 1992, and they must also leave the district employ by January 31, 1993.
- E. All conditions defined in the negotiated agreement relative to Terminal Leave shall become again in force after February 1, 1993, for the duration of the 1991-94 agreement.

Bonnie C. Frost

Bonnie C. Frost
President
Bernardsville Board of Education

Joseph Foglia

Joseph Foglia
President
Bernardsville Education Association